

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Staff Contact Person: Jerry Barnett

Revised 2/05

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Monroe County
Facilities Development

AUG 10 2006

CONTRACT SUMMARY

Contract with: Pavers & Stone, Inc.

Contract # _____

TIME: _____
RECEIVED BY: PU

Effective Date: 08/17/06

Expiration Date: 11/16/06

Contract Purpose/Description:

Provide and Install Cast Stone and Brick to the exterior of the Freeman Justice Center

Contract Manager: Ann Riger
(Name)

4439
(Ext.)

Facilities Develop/Stop #1
(Department/Stop #)

for BOCC meeting on 08/16/06

Agenda Deadline: 08/01/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ 977,590.64 Current Year Portion: \$ \$600,000

Budgeted? Yes ☒ No ☐ Account Codes: 307-24003-560620-CE0601-

Grant: \$ N/A _____

County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>8-10-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8-10-06</u>
Risk Management	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
County Attorney	<u>8-10-08</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8-10-08</u>
Comments: _____				

*MONROE COUNTY
ENGINEERING*

M E M O R A N D U M

TO: Tom Willi
County Administrator

FROM: Dave Koppel
County Engineer

DATE: August 8, 2006

RE: **Agenda Item:** Approval to award a contract to Pavers & Stone, Inc. for the installation of exterior cast stone and brick veneer to the Freeman Justice Center, and to modify the purchasing policies and procedures.

Item Background – The existing contract with The Tower Group includes brick and stone veneer up to elevation 20 ft. and Exterior Insulation Finish system (E.I.F.S.) above that. It has been determined that having brick and stone veneer on the entire structure would be advantageous in the long run. The Tower Group provided a Change Order Request in the amount of \$1.7 Million to do the additional work. The BOCC authorized staff to negotiate with The Tower Group and to seek alternative prices from other contractors if an acceptable price could not be reached with The Tower Group. Tower sought additional prices from subcontractors and provided costs of \$1,738,533.84 and \$1,608,974.34 for the additional work. Since these prices were still unacceptable, we went on-line to the Contractor's Blue Book web site to seek interested contractors. We then provided them with a copy of the plans. The company Pavers & Stone, Inc. provided us with the lowest price of \$977,590.64.

The formal bid process was not used due to the time involved and the impact to the Courthouse project. The exterior wall, particularly around the windows, needs to be finished prior to the window installation and then the building can be dried in. Any delays could affect project completion.

An Amendment to the Contract with The Tower Group will simultaneously be submitted to the BOCC deleting the E.I.F.S. and the brick and stone veneer below 20 feet. This will result in a credit of \$500,000 +/-.

Recommendation – Staff recommends approval of a contract with Pavers & Stone, Inc. to provide and install the exterior brick and stone veneer for the entire structure. The price is less than The Tower Group's change order amounts, and less than the additional proposals by The Tower Group.

Section 00500

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the Sixteenth day of August in the year of Two Thousand and Six
(In Words, indicate day, month and year.)

BETWEEN the Owner: <i>(Name and address)</i>	Monroe County Board of County Commissioners 1100 Simonton Street Key West, Florida 33040
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and the Contractor: <i>(Name and address)</i>	Pavers & Stone, Inc. 79 Uno Lago Dr. Juno Beach, FL 33408
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For the following Project: <i>(Include detailed description of project, location, address and scope)</i>	Furnish and Install Cast Stone and Brick on the Exterior of the Freeman Justice Building
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Facilities Development is: <i>(Name and address)</i>	The Director of Facilities Development Monroe County Facilities Development 1100 Simonton Street Second Floor – Room 2-216 Key West, Florida 33040
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The Architect is: <i>(Name and Address)</i>	Currie, Sowards, Aguila – Architects 134 N.E. 1 ST Av. Delray Beach, Fl. 33444
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The Owner and Contractor agree as set forth below.

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Contractors response, Contractor proposal dated July 14, 2006, Drawings, Specifications, Addenda issued prior to execution of this Agreement, Alternates as accepted by Owner, other documents listed in this Agreement and Modifications issued after execution of this Agreement: these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2

The Work of this Contract

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Scope of Work as specified in the Project Manual for this project, Section 00300. Contractor shall provide and install cast stone and brick veneer to the exterior of the Freeman Justice Center according to the Architectural drawings and specifications. Contractor is responsible for all attachment devices to furnish all appropriate attachment mechanisms.

ARTICLE 3

Date of Commencement and Substantial Completion

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Director of Facilities Development, in writing not less than five days before commencing the Work.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than *(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

90 calendar days from date of Commencement.

subject to adjustments of the Contract Time as provided by the Contract Document.
Liquidated Damages will be assessed as provided in Sec. 00350.

ARTICLE 4

Contract Sum

- 4.1 The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of **Nine Hundred Seventy – Seven Thousand, Five Hundred Ninety Dollars and 64/100**

Dollars (\$977,590.64), subject to additions and deductions as provided in the Contract Documents.

- 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount of each and the date until which that amount is valid.)

- 4.3 Unit prices, if any, are as follows:

N/A

ARTICLE 5

Progress Payments

5.1 Based upon Applications for Payment submitted by the Contractor to the Director of Facilities Development, and upon Project Applications and Certificates for Payment issued by the Director of Facilities Development and Architect, the Owner shall make progress payments on account of the Contract Sum to the contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for payment shall be one calendar month ending on the last day of the month.

5.3 Payment shall be made according to the Local Government Prompt Payment Act, Sec. 218.70 et. seq. Florida Statutes.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Director of Facilities Development or Architect may require. This schedule, unless objected to by the Director of Facilities Development or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a

net decrease in the Contract Sum shall be actual net cost as confirmed by the Director of Facilities Development. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%):

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Director of Facilities Development or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Director of Facilities Development recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitations)

ARTICLE 6

Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment: and (2) a final Project Certificate for Payment has been issued by the Director of Facilities Development and Architect: such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Approval for Payment, or as follows:

ARTICLE 7

Miscellaneous Provisions

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Not Used.

7.3 Temporary facilities and services:

(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

7.4 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

7.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7.6 The following items are included in this contract:

- a) Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this agreement for public records purposes during the term of the agreement and for four years following the termination of this agreement. If an auditor employed by the County or Clerk determines that monies paid to the Contractor pursuant to this agreement were spent for purposes not authorized by this agreement, the Contractor shall repay the monies together with interest calculated pursuant to sec. 55.03, FS, running from the date the monies were paid to Contractor.
- b) Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be Governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The parties waive their rights to trial by jury.
- c) Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall be valid and

shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

- d) **Attorney's Fees and Costs.** The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, as an award against the non-prevailing party, and shall include attorney's fees, court costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.
- e) **Binding Effect.** The terms, covenants, conditions and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.
- f) **Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.
- g) **Claims for Federal or State Aid.** Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.
- h) **Adjudication of Disputes or Disagreements.** County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This agreement and its interpretation is not subject to arbitration.
- i) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.
- j) **Nondiscrimination.** County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement

automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provision in the Federal or State statutes which may apply to the parties to, or the subject matter of, this Agreement.

- k) **Covenant of No Interest.** County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.
- l) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- m) **No Solicitation/Payment.** The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fees, commission, percentage, gift, or consideration.
- n) **Public Access.** The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with

this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

- o) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County/Owner in this Agreement and the acquisition of any commercial insurance coverage, self insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.
- p) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.
- q) **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by Florida constitution, state statute, and case law.
- r) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
- s) **Attestations.** Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
- t) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
- u) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken

together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

- v) **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

Special Conditions, if any are detailed in Section 00990 of the Project Manual for this Project.

ARTICLE 8 **Termination or Suspension**

8.1 The Contract may be terminated by the Owner as provided in Article 14 of the General Conditions.

Article 9 **Enumeration of Contract Documents**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 General Specifications Sections 00300, 00350 00400, 00500, 00501, 00750, 00970, 00980, 00990, 01010, 01015, 01020, 01027, 01030, 01040, 01045, 01050, 01200, 01301, 01310, 01370, 01385, 01395, 01400, 01410, 01421, 01500, 01510, 01520, 01550, 01595, 01600, 01630, 01631, 01640, 01700, 01710, 01720, 01730, 01740.

9.1.4 Not Applicable

As listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.5 The Drawings issued by the Architect for the construction of the Freeman Justice Center specifically described as A 3.01 A3.02, A3.03, A3.04, A3.05, A3.06, A3.07 and A3.08

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
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9.1.7 The Alternates, if any, are as follows:

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.8 Other documents, if any, forming part of the contract Documents are as follows:

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE TO FOLLOW.**

FREEMAN JUSTICE CENTER BRICK AND STONE

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to Facilities Development and Architect for use in the administration of the Contract, and the remainder to the Owner.

Execution by the Contractor must be by a person with authority to bind the entity.
**SIGNATURE OF THE PERSON EXECUTING THE DOCUMENT MUST BE NOTARIZED AND
WITNESSED BY ANOTHER OFFICER OF THE ENTITY.**

(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

Date _____

(SEAL)

**CONTRACTOR
PAVERS & STONE, INC.**

Attest:

By: _____

By: _____

Print Name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Or:
Witness 1: _____

Date: _____

Print Name: _____

Witness 2: _____

Date: _____

Print Name: _____


STATE OF FLORIDA
COUNTY OF _____
On this ____ day of _____, 200__, before me, the undersigned notary public,
Personally appeared _____, known to me to be the
Person whose name is subscribed above or who produced _____
As identification, and acknowledged that he/she is the person who executed the
above contract with Monroe County for the construction of the Murray E. Nelson
Government and Cultural Center for the purposes therein contained.

Notary Public

Print Name

My commission expires: _____

Seal

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:**

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 8-10-06

END OF SECTION 00500